

Exhibit 3

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TWILIO, INC.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

BRIAN GLAUSER, individually and on behalf
of a class of similarly situated individuals,

No. 4:11-cv-02584-PJH

Plaintiffs,

v

TWILIO, INC., a Delaware corporation; and
GROUPME, INC., a Delaware corporation,

**TWILIO, INC.'S RESPONSE TO
PLAINTIFF BRIAN GLAUSER'S
SUBPOENA TO PRODUCE
DOCUMENTS, INFORMATION, OR
OBJECTS OR TO PERMIT
INSPECTION OF PREMISES IN A
CIVIL ACTION**

Defendants.

1 PROPOUNDING PARTY: Plaintiff Brian Glauser

2 RESPONDING NON-PARTY: Twilio, Inc.

3 SET NO.: One (1)

4
5 Non-Party Twilio, Inc. ("Twilio") hereby responds to plaintiff Brian Glauser's
6 ("Plaintiff") Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of
7 Premises in a Civil Action (collectively, "Subpoena," or, individually, a "Request").

8 **GENERAL OBJECTIONS**

9 1. Twilio construes the Subpoena as only requiring it to perform a reasonable search.
10 Twilio responds to the Subpoena based on a reasonable investigation undertaken to date and on
11 information reasonably available to it at this time.

12 2. Twilio gives the following responses without prejudice to its right to produce or
13 disclose subsequently discovered information at a later date. Twilio reserves the right to amend,
14 supplement, or otherwise modify its responses and interpose objections not asserted herein.
15 Twilio's failure to include any general response and objection, or specific objection to a particular
16 Request or definition, is neither intended as, nor shall in any way be deemed, a waiver of Twilio's
17 right to assert that or any other objection at a later date.

18 3. Twilio objects to the Subpoena in its entirety on the ground it is untimely, pursuant
19 to this Court's Order issued on May 16, 2014 (Dkt. 109), setting the deadline to complete discovery
20 on June 27, 2014.

21 4. Twilio objects to the Subpoena in its entirety on the ground it fails to comply with
22 the requirements of Federal Rule of Civil Procedure 45, including by failing to identify the court
23 which issued the Subpoena and failing to issue the Subpoena from the United States District Court
24 for the Northern District of California.

25 5. Twilio objects to the Subpoena in its entirety to the extent it purports to be served
26 on Twilio by persons who are not plaintiffs in this action. In referencing "Plaintiff" herein, Twilio
27 refers only to Brian Glauser.

28 6. Twilio objects to each Request on the grounds it is oppressive and/or unduly

1 burdensome to the extent it seeks documents equally available to Plaintiff.

2 7. Twilio objects to each Request to the extent it seeks documents not in Twilio's
3 possession, custody, or control.

4 8. Twilio objects to each Request to the extent it seeks documents that are neither
5 relevant to the claims alleged in the First Amended Class Action Complaint ("FAC"), nor
6 reasonably calculated to lead to the discovery of admissible evidence.

7 9. Twilio objects to each Request to the extent it seeks materials protected from
8 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint defense
9 privilege, the common interest privilege, or any other applicable privilege or protection. Twilio
10 does not intend to disclose any protected material. Any disclosure of protected material is
11 inadvertent and should not be construed as a waiver of any applicable privilege or protection.

12 10. Twilio objects to each Request to the extent it calls for confidential or proprietary
13 information, trade secrets, or other documents or materials subject to protection from disclosure.
14 Twilio will not produce such confidential information, documents or materials, if at all, unless and
15 until the applicable nonparties consent and/or the Court enters a protective order.

16 11. Twilio objects to the "instructions" to the extent they purport to require Twilio to
17 take actions outside the scope of its obligations under the Federal Rules of Civil Procedure or the
18 Local Rules of the Northern District of California.

19 12. Twilio objects to the defined terms "You," "Your," and "Twilio" on the ground
20 they are overbroad because they purport to include, among others, "divisions, subsidiaries, related
21 companies, predecessors, and successors, all present and former officers, directors, agents,
22 attorneys, employees, and all Persons acting or purporting to act on behalf of any of them." These
23 terms seek information from individuals and entities that are not parties to this action and whose
24 knowledge and actions are not attributable to Twilio. Twilio construes any Request using these
25 terms as seeking information from Twilio only.

26 13. Twilio objects to the defined term "Communication" on the grounds it is vague
27 and ambiguous, overbroad, and not reasonably calculated to lead to the discovery of admissible
28 evidence.

1 14. Twilio objects to the defined terms “Computer,” “Computer Equipment,”
 2 “Computer System,” and “CPU” on the grounds they are vague, ambiguous, overbroad, and not
 3 reasonably calculated to lead to the discovery of admissible evidence because they purport to
 4 include all electronic devices without limitation.

5 15. Twilio objects to the defined term “Person” on the ground it is vague, ambiguous,
 6 overbroad, and not reasonably calculated to lead to the discovery of admissible evidence.

7 16. Twilio objects to the defined term “GroupMe” on the ground it is overbroad
 8 because it purports to include, among others, “divisions, subsidiaries, related companies,
 9 predecessors, and successors, all present and former officers, directors, agents, attorneys,
 10 employees, and all Persons acting or purporting to act on behalf of any of them.” Twilio construes
 11 any Request using the term “GroupMe” as referring only to GroupMe, Inc.

12 17. Twilio objects to the defined terms “Route” and “Routing” on the grounds they are
 13 vague, ambiguous, overbroad, and not reasonably calculated to lead to the discovery of admissible
 14 evidence.

15 18. Twilio objects to the defined term “Text Message,” and the terms “text message
 16 call,” “text call,” “text message advertisement,” “SMS Message,” “Short Message Service,” “SMS
 17 message call,” “SMS communication,” “SMS spam,” “spam text message,” “commercial text call,”
 18 “informational text call and/or wireless spam” on the grounds they are vague, ambiguous, and
 19 overbroad, because they incorporate other undefined terms, including “spam,” and purport to
 20 include text messages “sent to Plaintiff and/or any member of the proposed Classes” as “defined in
 21 Paragraph 45 of the Complaint for GroupMe” . . . includ[ing], by way of example, the messages
 22 described in paragraphs 33, 34, and 38-39 of the FAC. “Classes” is undefined and the Court has
 23 not certified a class. Twilio cannot define the term “Classes” or answer any Request that uses such
 24 term, particularly because the proposed class definitions alleged in the FAC do not meet the
 25 requirements to certify a class.

26 19. Twilio objects to the defined terms “Transmit” and “Transmission” on the grounds
 27 they are vague, ambiguous, overbroad, and call for speculation, because they purport to include
 28 “any act leading to the eventual distribution of a text message to a wireless or cellular telephone

1 user," and "all acts materially advancing the distribution of the Text Message to a cellular telephone
 2 user." Twilio cannot determine what Plaintiff considers "any act leading to the eventual
 3 distribution" or "all acts materially advancing the distribution" of text messages.

4 20. Twilio objects to the defined term "Relate To" on the grounds it is overbroad and
 5 not reasonably calculated to lead to the discovery of admissible evidence.

6 21. Twilio objects to the defined term "Including" on the grounds it is vague,
 7 ambiguous, and overbroad, as it purports to mean "Including, but not limited to."

8 22. Twilio objects to the defined term "Bandwidth.com" on the grounds it is vague,
 9 ambiguous, and overbroad. Twilio construes any Request using the term "Bandwidth.com" as
 10 referring only to non-party, Bandwidth.com, Inc.

11 23. Twilio objects to the defined terms "Electronically Stored Information" and "ESI"
 12 on the grounds they are vague, ambiguous, overbroad, unduly burdensome, and not reasonably
 13 calculated to lead to the discovery of admissible evidence.

14 24. Twilio reserves the right to challenge the relevance or the admissibility of its
 15 response to any Request at any hearing or trial.

16 25. Twilio objects to the extent a Request asks for the production of metadata because
 17 such a Request would be unduly burdensome.

18 26. Twilio objects to each Request to the extent it seeks to impose an obligation on
 19 Twilio to create and maintain wholly new documents, through recording or other capture of audio,
 20 visual and/or other digital communications solely for the purpose of discovery where it does not
 21 otherwise record or capture such communications in the ordinary course of its business, such as
 22 telephone conversations, audio and/or video conferences, instant messages, text messages and
 23 meetings.

24 27. Twilio objects to each Request for electronically stored information ("ESI") to the
 25 extent it seeks production of ESI in its native format, because production in native format would
 26 make it unduly burdensome to maintain control over documents, as opposed to fixed document
 27 formats like TIFF that are more suitable for production and evidentiary purposes. Second, due to
 28 the editable nature of most native formats, production in native format would make it impossible to

1 ensure confidentiality designations are consistently associated with particular documents, and,
 2 therefore, observed. It is not possible to apply either document production numbers or
 3 confidentiality designations at the page level when a document is produced in its native format.
 4 Although it is possible to number or make confidentiality designations at the file level, once the
 5 document is printed it loses any connection to such numbering or designation. An individual
 6 reading a printout of a protected document would have no indication it is designated
 7 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY
 8 CONFIDENTIAL – SOURCE CODE." Third, native files are capable of being modified or
 9 altered, and production in native format may raise authenticity issues that can be avoided when the
 10 information is produced in a static form. Fourth, production in native format imposes an undue
 11 burden and expense, because it would require Twilio to search every document for hidden text that
 12 could be privileged. Accordingly, Twilio will not produce responsive ESI in native format.
 13 Instead, Twilio will produce documents, if at all, in a TIFF or PDF format, with a load file
 14 indicating document breaks. Twilio also agrees, in appropriate limited circumstances and where
 15 there is a specific need that cannot otherwise be met (*i.e.*, Excel spreadsheets that do not require
 16 redaction), it will also produce the native version of the document. In the event responsive ESI
 17 does not lend itself to image file production, Twilio will confer with Plaintiff regarding possible
 18 native form production, with appropriate protections to be negotiated separately and mutually
 19 agreed upon in advance of such production.

20 28. Twilio objects to each Request to the extent it seeks discovery of ESI from sources
 21 not reasonably accessible in light of the burdens and costs required to locate, restore, review, and
 22 produce whatever responsive information may be found. Easily accessed sources – such as active
 23 servers, hard drives and other direct access storage media containing active data and records
 24 responsive to Requests -- are likely to yield all the information reasonably useful for this action.
 25 Further, production of information from inaccessible sources may also be unreasonably cumulative
 26 and duplicative because information that might be obtained is also obtainable, to the extent it exists,
 27 from other sources more convenient, less burdensome, or less expensive.

28 29. Twilio objects to each Request to the extent it calls for information beyond the

1 relevant date range of discovery. Twilio further objects to the defined term "Relevant Time Period"
 2 as defined by Plaintiff on the grounds it is overbroad, unduly burdensome, and not reasonably
 3 calculated to lead to the discovery of admissible evidence. Twilio construes "Relevant Time
 4 Period" to refer to the time period from April 18, 2011, through the present.

5 30. Twilio hereby specifically incorporates the foregoing General Objections into each
 6 response below as if fully set forth therein.

7 **RESPONSES TO REQUESTS FOR PRODUCTION**

8 **REQUEST FOR PRODUCTION NO. 1:**

9 All Documents sufficient to identify Twilio's role in the Transmission or Routing of Text
 10 Messages for GroupMe's text messaging service and/or mobile application.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

12 In addition to the General Objections, Twilio objects on the grounds this Request,
 13 including the terms "identify," "role," "Transmission," "Routing," "Text Messages," "messaging
 14 service" and "mobile application," is untimely as the deadline to complete discovery lapsed on June
 15 27, 2014, vague, ambiguous, overbroad, compound, not likely to lead to the discovery of admissible
 16 evidence, calls for the production of documents protected by the attorney-client privilege, the
 17 common interest privilege, the attorney work product doctrine, and/or the joint defense privilege,
 18 and calls for the production of confidential and proprietary documents. Based on the foregoing
 19 general and specific objections, Twilio will not produce documents.

20 **REQUEST FOR PRODUCTION NO. 2:**

21 All Documents Relating to You Transmitting or Routing Text Messages for GroupMe.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

23 In addition to the General Objections, Twilio objects on the grounds this Request,
 24 including the terms "Transmitting," "Routing" and "Text Messages," is untimely as the deadline to
 25 complete discovery lapsed on June 27, 2014, vague, ambiguous, overbroad, unduly burdensome,
 26 not likely to lead to the discovery of admissible evidence, calls for the production of documents
 27 protected by the attorney-client privilege, the common interest privilege, the attorney work product
 28 doctrine, and/or the joint defense privilege, and calls for the production of confidential and

1 proprietary documents. Based on the foregoing general and specific objections, Twilio will not
2 produce documents.

3 **REQUEST FOR PRODUCTION NO. 3:**

4 All Communications between You and GroupMe concerning the Transmission or Routing
5 of Text Messages.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

7 In addition to the General Objections, Twilio objects on the grounds this Request,
8 including the terms “Transmission,” “Routing” and “Text Messages,” is untimely as the deadline to
9 complete discovery lapsed on June 27, 2014, vague, ambiguous, overbroad, unduly burdensome,
10 not likely to lead to the discovery of admissible evidence, calls for the production of documents
11 protected by the attorney-client privilege, the common interest privilege, the attorney work product
12 doctrine, and/or the joint defense privilege, and calls for the production of confidential and
13 proprietary documents. Based on the foregoing general and specific objections, Twilio will not
14 produce documents.

15 **REQUEST FOR PRODUCTION NO. 4:**

16 All contracts, agreements, or written understandings between You and GroupMe.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

18 In addition to the General Objections, Twilio objects on the grounds this Request,
19 including the term “written understandings,” is untimely as the deadline to complete discovery
20 lapsed on June 27, 2014, vague, ambiguous, not likely to lead to the discovery of admissible
21 evidence, calls for the production of documents protected by the attorney-client privilege, the
22 common interest privilege, the attorney work product doctrine, and/or the joint defense privilege,
23 and calls for the production of confidential and proprietary documents. Based on the foregoing
24 general and specific objections, Twilio will not produce documents.

25 **REQUEST FOR PRODUCTION NO. 5:**

26 All Documents exchanged and Communications between You and Bandwidth.com
27 concerning the Transmission or Routing of Text Messages for GroupMe.

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1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

2 In addition to the General Objections, Twilio objects on the grounds this Request,
 3 including the terms “Transmission,” “Routing” and “Text Messages,” is untimely as the deadline to
 4 complete discovery lapsed on June 27, 2014, vague, ambiguous, overbroad, unduly burdensome,
 5 not likely to lead to the discovery of admissible evidence, calls for the production of documents
 6 protected by the attorney-client privilege, the common interest privilege, the attorney work product
 7 doctrine, and/or the joint defense privilege,” and calls for the production of confidential and
 8 proprietary documents. Based on the foregoing general and specific objections, Twilio will not
 9 produce documents.

10 **REQUEST FOR PRODUCTION NO. 6:**

11 All Documents and Communications identifying any Persons with whom You contracted
 12 to Transmit or Route Text Messages on behalf of GroupMe, Including the equipment such Persons
 13 utilized to Transmit or Route the Text Messages.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

15 In addition to the General Objections, Twilio objects on the grounds this Request,
 16 including the terms “identifying,” “contracted,” “Transmit,” “Route,” Text Messages,” and
 17 “equipment,” is untimely as the deadline to complete discovery lapsed on June 27, 2014, vague,
 18 ambiguous, overbroad, unduly burdensome, compound, not likely to lead to the discovery of
 19 admissible evidence, calls for the production of documents protected by the attorney-client
 20 privilege, the common interest privilege, the attorney work product doctrine, and/or the joint
 21 defense privilege, and calls for the production of confidential and proprietary documents. Based on
 22 the foregoing general and specific objections, Twilio will not produce documents.

23 **REQUEST FOR PRODUCTION NO. 7:**

24 All Documents and Communications that identify the protocol (*e.g.*, phone-to-phone,
 25 Internet-to-phone, etc.) that You or a third party acting on Your behalf used to Transmit or Route
 26 the Text Messages for GroupMe.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

28 In addition to the General Objections, Twilio objects on the grounds this Request,

1 including the terms "identify," "protocol" and "third party acting on Your behalf," is untimely as
 2 the deadline to complete discovery lapsed on June 27, 2014, vague, ambiguous, overbroad, unduly
 3 burdensome, not likely to lead to the discovery of admissible evidence, calls for the production of
 4 documents protected by the attorney-client privilege, the common interest privilege, the attorney
 5 work product doctrine, and/or the joint defense privilege, and calls for the production of
 6 confidential and proprietary documents. Based on the foregoing general and specific objections,
 7 Twilio will not produce documents.

8 **REQUEST FOR PRODUCTION NO. 8:**

9 All Documents sufficient to identify the coded commands You utilized to Transmit or
 10 Route the Text Messages for GroupMe.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

12 In addition to the General Objections, Twilio objects on the grounds this Request,
 13 including the terms "identify," "coded commands," "Transmit," "Route" and "Text Messages," is
 14 untimely as the deadline to complete discovery lapsed on June 27, 2014, vague, ambiguous,
 15 overbroad, unduly burdensome, not likely to lead to the discovery of admissible evidence, calls for
 16 the production of documents protected by the attorney-client privilege, the common interest
 17 privilege, the attorney work product doctrine, and/or the joint defense privilege, and calls for the
 18 production of confidential and proprietary documents. Based on the foregoing general and specific
 19 objections, Twilio will not produce documents.

20 **REQUEST FOR PRODUCTION NO. 9:**

21 All Documents sufficient to identify any automated processes that You utilized to
 22 Transmit or Route the Text Messages for GroupMe.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

24 In addition to the General Objections, Twilio objects on the grounds this Request,
 25 including the terms "identify," "automated processes," "Transmit," "Route" and "Text Messages,"
 26 is untimely as the deadline to complete discovery lapsed on June 27, 2014, vague, ambiguous,
 27 overbroad, not likely to lead to the discovery of admissible evidence, calls for the production of
 28 documents protected by the attorney-client privilege, the common interest privilege, the attorney

1 work product doctrine, and/or the joint defense privilege, and calls for the production of
2 confidential and proprietary documents. Based on the foregoing general and specific objections,
3 Twilio will not produce documents.

4 **REQUEST FOR PRODUCTION NO. 10:**

5 All Documents that identify the Computers, Computer Equipment, Computer Systems,
6 and telephone lines that You used to Transmit or Route Text Messages for GroupMe (Including
7 brand, model, serial number, CPU type, machine-identifying serial numbers or service tags, and
8 operating system), Including the usage dates for each piece of equipment so identified.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

10 In addition to the General Objections, Twilio objects on the grounds this Request,
11 including the terms "identify," "Computers," "Computer Equipment," "Computer Systems,"
12 "CPU," "telephone lines," "Transmit," "Route," "Text Messages" and "machine-identifying serial
13 numbers," is untimely as the deadline to complete discovery lapsed on June 27, 2014, vague,
14 ambiguous, overbroad, unduly burdensome, not likely to lead to the discovery of admissible
15 evidence, calls for the production of documents protected by the attorney-client privilege, the
16 common interest privilege, the attorney work product doctrine, and/or the joint defense privilege,
17 and calls for the production of confidential and proprietary documents. Based on the foregoing
18 general and specific objections, Twilio will not produce documents.

19 **REQUEST FOR PRODUCTION NO. 11:**

20 All Documents sufficient to identify whether the equipment Identified in No. 10 above has
21 the ability to store data (e.g., telephone numbers) and if so, all Documents sufficient to identify:
22 a. Whether the data was stored in conjunction with (or related to) the Text Messages
23 (and if so, what types of data, protocols, etc.);
24 b. How long data related to the Text Messages was stored and/or if it is still being stored;
25 c. The database architecture;
26 d. The database(s)'s method of organizing data; and
27 e. How data is requested or queried from the database(s).

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1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

2 In addition to the General Objections, Twilio objects on the grounds this Request,
 3 including the terms “identify,” “equipment,” “data,” “stored in conjunction with (or related to),”
 4 “Text Messages,” “protocols” and “method of organizing data,” is untimely as the deadline to
 5 complete discovery lapsed on June 27, 2014, vague, ambiguous, overbroad, unduly burdensome,
 6 not likely to lead to the discovery of admissible evidence, compound, calls for the production of
 7 documents protected by the attorney-client privilege, the common interest privilege, the attorney
 8 work product doctrine, and/or the joint defense privilege, and calls for the production of
 9 confidential and proprietary documents. Based on the foregoing general and specific objections,
 10 Twilio will not produce documents.

11 **REQUEST FOR PRODUCTION NO. 12:**

12 All Documents sufficient to identify all software used to Transmit or Route the Text
 13 Messages for GroupMe (including the names and versions or builds of the software).

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

15 In addition to the General Objections, Twilio objects on the grounds this Request,
 16 including the terms “identify,” “Transmit,” “Route,” “Text Messages,” and “builds of the
 17 software,” is untimely as the deadline to complete discovery lapsed on June 27, 2014, vague,
 18 ambiguous, overbroad and not likely to lead to the discovery of admissible evidence, calls for the
 19 production of documents protected by the attorney-client privilege, the common interest privilege,
 20 the attorney work product doctrine, and/or the joint defense privilege, and calls for the production
 21 of confidential and proprietary documents. Based on the foregoing general and specific objections,
 22 Twilio will not produce documents.

23 **REQUEST FOR PRODUCTION NO. 13:**

24 All Documents sufficient to identify which version of Twilio’s API were used to Transmit
 25 or Route the Text Messages for GroupMe.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

27 In addition to the General Objections, Twilio objects on the grounds this Request,
 28 including the terms “Transmit,” “Route,” and “Text Messages,” is untimely as the deadline to

1 complete discovery lapsed on June 27, 2014, vague, ambiguous, overbroad, not likely to lead to the
 2 discovery of admissible evidence, calls for the production of documents protected by the attorney-
 3 client privilege, the common interest privilege, the attorney work product doctrine, and/or the joint
 4 defense privilege, and calls for the production of confidential and proprietary documents. Based on
 5 the foregoing general and specific objections, Twilio will not produce documents.

6 **REQUEST FOR PRODUCTION NO. 14:**

7 All Documents that identify any activity logs produced or stored by the software, API, or
 8 database(s) Identified, Relating To the Transmission or Routing of the Text Messages for GroupMe
 9 (e.g., SMS transmission logs).

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

11 In addition to the General Objections, Twilio objects on the grounds this Request,
 12 including the terms ‘identify,’ “activity logs produced or stored by the software, API, or database(s)
 13 Identified,” “Transmission,” “Routing,” “Text Messages” and “SMS transmission logs,” is
 14 untimely as the deadline to complete discovery lapsed on June 27, 2014, vague, ambiguous,
 15 overbroad, unduly burdensome, not likely to lead to the discovery of admissible evidence, calls for
 16 the production of documents protected by the attorney-client privilege, the common interest
 17 privilege, the attorney work product doctrine, and/or the joint defense privilege, and calls for the
 18 production of confidential and proprietary documents. Based on the foregoing general and specific
 19 objections, Twilio will not produce documents.

20 **REQUEST FOR PRODUCTION NO. 15:**

21 All Documents sufficient to identify any hardware or software that was used to store the
 22 telephone numbers to which the Text Messages for GroupMe were Transmitted or Routed.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

24 In addition to the General Objections, Twilio objects on the grounds this Request,
 25 including the terms “Text Messages,” “Transmitted” and “Routed,” is untimely as the deadline to
 26 complete discovery lapsed on June 27, 2014, vague, ambiguous, overbroad, not likely to lead to the
 27 discovery of admissible evidence, calls for the production of documents protected by the attorney-
 28 client privilege, the common interest privilege, the attorney work product doctrine, and/or the joint

1 defense privilege, and calls for the production of confidential and proprietary documents. Based on
2 the foregoing general and specific objections, Twilio will not produce documents.

3 **REQUEST FOR PRODUCTION NO. 16:**

4 All Documents sufficient to identify the system requirements necessary for GroupMe to
5 utilize Twilio's API.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

7 In addition to the General Objections, Twilio objects on the grounds this Request,
8 including the terms "identify" and "system requirements necessary for GroupMe to utilize Twilio's
9 API," is untimely as the deadline to complete discovery lapsed on June 27, 2014, vague,
10 ambiguous, overbroad, unduly burdensome, not likely to lead to the discovery of admissible
11 evidence, calls for the production of documents protected by the attorney-client privilege, the
12 common interest privilege, the attorney work product doctrine, and/or the joint defense privilege,
13 and calls for the production of confidential and proprietary documents. Based on the foregoing
14 general and specific objections, Twilio will not produce documents.

15 **REQUEST FOR PRODUCTION NO. 17:**

16 All Documents sufficient to identify the process by which GroupMe's systems connect to
17 and communicate with Twilio's API.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

19 In addition to the General Objections, Twilio objects on the grounds this Request,
20 including the terms "identify" and "process by which GroupMe's systems connect to and
21 communicate with Twilio's API," is untimely as the deadline to complete discovery lapsed on June
22 27, 2014, vague, ambiguous, overbroad, not likely to lead to the discovery of admissible evidence,
23 calls for the production of documents protected by the attorney-client privilege, the common
24 interest privilege, the attorney work product doctrine, and/or the joint defense privilege, and calls
25 for the production of confidential and proprietary documents. Based on the foregoing general and
26 specific objections, Twilio will not produce documents.

27 **REQUEST FOR PRODUCTION NO. 18:**

28 All Documents sufficient to identify the process by which GroupMe's systems connect to

1 and communicate with wireless carriers and other third parties using Twilio's API.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

3 In addition to the General Objections, Twilio objects on the grounds this Request,
 4 including the terms "identify" and "process by which GroupMe's systems connect to and
 5 communicate with wireless carriers and other third parties," is untimely as the deadline to complete
 6 discovery lapsed on June 27, 2014, vague, ambiguous, overbroad, unduly burdensome, not likely to
 7 lead to the discovery of admissible evidence, calls for the production of documents protected by the
 8 attorney-client privilege, the common interest privilege, the attorney work product doctrine, and/or
 9 the joint defense privilege, and calls for the production of confidential and proprietary documents.

10 Based on the foregoing general and specific objections, Twilio will not produce documents.

11 **REQUEST FOR PRODUCTION NO. 19:**

12 All Documents sufficient to identify all categories of information that GroupMe sends to
 13 Twilio's API for the Transmission or Routing of Text Messages.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

15 In addition to the General Objections, Twilio objects on the grounds this Request,
 16 including the terms "identify," "all categories of information," "Transmission," "Routing" and
 17 "Text Messages," is untimely as the deadline to complete discovery lapsed on June 27, 2014,
 18 vague, ambiguous, overbroad, unduly burdensome, not likely to lead to the discovery of admissible
 19 evidence, calls for the production of documents protected by the attorney-client privilege, the
 20 common interest privilege, the attorney work product doctrine, and/or the joint defense privilege,
 21 and calls for the production of confidential and proprietary documents. Based on the foregoing
 22 general and specific objections, Twilio will not produce documents.

23 **REQUEST FOR PRODUCTION NO. 20:**

24 All Documents sufficient to identify how messages responsive to GroupMe's Text
 25 Messages (or other messages in general) are processed.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

27 In addition to the General Objections, Twilio objects on the grounds this Request,
 28 including the terms "identify," "messages responsive to GroupMe's Text Messages," "or other

1 message in general" and "processed," is untimely as the deadline to complete discovery lapsed on
2 June 27, 2014, vague, ambiguous, overbroad, unduly burdensome, not likely to lead to the
3 discovery of admissible evidence, calls for the production of documents protected by the attorney-
4 client privilege, the common interest privilege, the attorney work product doctrine, and/or the joint
5 defense privilege, and calls for the production of confidential and proprietary documents. Based on
6 the foregoing general and specific objections, Twilio will not produce documents.

7 Dated: July 8, 2014

8 WHITE & CASE LLP

9
10 By: /s/ Bryan A. Merryman
Bryan A. Merryman

11 Attorneys for Non-Party
12 TWILIO, INC.
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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 633 W. Fifth Street, Suite 1900, Los Angeles, California 90071-2007. I am a member of the Bar of this court.

On July 8, 2014, I served the foregoing document(s) described as **TWILIO, INC.'S RESPONSE TO PLAINTIFF BRIAN GLAUSER'S SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION** on the person(s) below, as follows:

(BY OVERNIGHT DELIVERY) I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier, or delivered it to an authorized courier or driver authorized by the carrier to receive documents, with delivery fees paid.

Jay Edelson, Esq. Rafey S. Balabanian, Esq. Benjamin H. Richman, Esq. Christopher L. Dore, Esq. EDELSON PC 350 North LaSalle Street, Suite 1300 Chicago, Illinois 60654 Tel: 312-589-6370 Fax: 312-589-6378 jedelson@edelson.com rbalabanian@edelson.com brichman@edelson.com cdore@edelson.com	Mark Eisen, Esq. EDELSON PC 555 West Fifth Street, 31st Floor Los Angeles, CA 90013 Tel: 213-533-4100 Fax: 213-947-4251 meisen@edelson.com Attorney for Brian Glauser
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Executed July 8, 2014, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the above is true and correct.

/s/J. Jonathan Hawk
J. Jonathan Hawk